

PART ONE MASTER DOCUMENT

FOREWORD

The Collective Bargaining Agreements between the International Union of Operating Engineers Local 4 and its Branches, and the Labor Relations Division of Construction Industries of Massachusetts, the Foundation & Marine Contractors Association of New England, Inc., the Building Trades Employers Association of Boston and Eastern Massachusetts and the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc. are separate and distinct Collective Bargaining Agreements.

Part One - Article I

TERRITORIAL JURISDICTION

These Agreements apply to the territorial jurisdiction granted to Local Union 4 and its Branches by the I.U.O.E. as follows: Eastern part of the Commonwealth of Massachusetts excluding seven townships in Worcester County and the Western part of Worcester County to a demarcation line formed by the Eastern boundaries of the following townships: Sturbridge, Brookfield, East Brookfield, North Brookfield, Oakham, Barre, Templeton, and Winchendon.

Part One - Article VI
APPRENTICESHIP

Section 1. Apprentices, subject to availability, will be referred to each Employer in the ratio of one Apprentice to each six (1 : 6) Journey-members employed. "Hoisting machines," as defined in the Collective Bargaining Agreement, and Group III equipment, will not be computed into this ratio. Hoisting machines will continue to be manned as required in the Agreement.

Section 4. The classification of Apprentices (e.g. First Year, Second Year, etc.) shall be defined by the Apprenticeship and Training Coordinator. Apprentices, upon successful completion of each incremental milestone, shall receive a 5% step rate increase based on the Group I wage classification.

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| (a) Induction to successful completion of probationary period: | 55% |
| (b) Second six months of Apprenticeship to successful completion of first year: | 60% |
| (c) Third six months of Registered Apprenticeship: | 65% |
| (d) Fourth six months of Apprenticeship to successful completion of second year: | 70% |
| (e) Fifth six months of Registered Apprenticeship: | 75% |
| (f) Sixth six months of Apprenticeship to successful completion of third year: | 80% |
| (g) Seventh six months of Registered | 85% |
| (h) Eighth six months of Apprenticeship to completion of Program: | 90% |

Section 5. Probationary Apprentices shall not have contributions for the Pension or Annuity Plans, nor deductions for the Annuity & Savings 401(k) Plan, made on their behalf. Upon successful completion of the probationary period and acceptance into the Local Union, Apprentices shall participate in all Fringe

Benefit Plans offered by the Local.

Part A - Article I

SCOPE OF EMPLOYMENT

Section 1. The terms of this Agreement shall apply to all operations usually undertaken by the Highway and Heavy Construction Industry including but not limited to highway, heavy and utility construction on roads, streets, alleys, sidewalks, parkways, parking areas, airports, bridle paths, athletic fields, highway and railroad bridges, asphalt plants, aggregate processing plants, tunnels, dams, water treatment plants, sewage treatment plants, subways, driveways, grade separation involving highways, conduits, service mains, sewers in trenches, foundations other than those used exclusively in building construction, earth dams, snow removal, flood control projects, filter beds and filtration plants, including the assembly, operation and maintenance of all equipment, vehicles and

facilities used in connection with and serving the aforementioned work and services except when the matter of repairs is such that they cannot be made by employees.

Section 2. There shall be EXCLUDED, however, from this Agreement all building construction, construction of pumping stations, except when fully integrated in a heavy construction project, demolition of building superstructures, construction of oil terminals, piers, docks, and marine projects and all work performed with floating equipment (cranes or other equipment operated from scows shall be classified as floating equipment). There shall also be EXCLUDED from the Agreement work involved in the erection of structural steel, the driving of steel H-piles and precast concrete piles, concrete piles, pipe piles, and vertical sand drains, unless such work is merely incidental to the work being performed on a particular project.

Section 3. The terms of this Agreement shall apply to all work usually and customarily performed by Local 4 and its Branches within its craft jurisdiction.

Part C - Article II

JURISDICTION

It is agreed the Local has jurisdiction over hoisting and portable engines, boilers, and machinery operated by steam or mechanical power, including pumps, compressors, syphons, pulsometers, fork lifts, concrete mixers, stone crushers, elevators used for hoisting material, power driven conveyors, street rollers, cold planers, grinders, edgers, reclaimers, all power shovels, cranes, scrapers, tractors, bulldozers, gradalls, shovel dozers, front end loaders, Jackson type tampers, self-propelled or tractor drawn tampers, pumpcrete machines, concrete pumps, concrete pavers, screed machines and concrete finishing machines, wellpoint systems operating and installing, waste water plants, valves controlling permanent plant air or steam pressure, cableways, orange peel and clam shell buckets, pile drivers, dinky locomotives, work and personnel boats, straddle buggies, cal tracks, ballast regulators,

switch tampers, and rail anchor machines; or any machine used irrespective of its motive power.

TERMINATION

The terms and conditions of the Agreements between the Labor Relations Division - Construction Industries of Massachusetts, the Foundation & Marine Contractors Association of New England, Inc., the Building Trades Employers Association of Boston and Eastern Massachusetts, the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc., and the International Union of Operating Engineers Local 4 and its Branches, effective June 1, 2014, shall continue to and include May 31, 2018. These Agreements shall continue to be effective from year to year thereafter unless either party to an Agreement, at least sixty (60) days prior to May 31, 2018, or prior to May 31st in any year thereafter gives no-

tice in writing to the other party of its intention to terminate said Agreement and request that negotiations be entered into for its alteration or amendment.

In the event that the parties hereto cannot reach an agreement at least thirty (30) days prior to May 31st of any year, such party shall give notice of the failure to reach such agreement to the Federal Mediation Service and the Massachusetts Board of Conciliation and Arbitration.

WITNESS

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives and have affixed hereto the seals of their respective organizations, the day and year first above written.

FOR THE LABOR RELATIONS
DIVISION CONSTRUCTION
INDUSTRIES OF
MASSACHUSETTS

JAMES F. GROSSO
By:

COUNSEL
Title:

July 8, 2014
Date:

FOUNDATION &
MARINE
CONTRACTORS
ASSOCIATION
OF NEW ENGLAND

JOHN S. DAVAGIAN, II, ESQ
By:

COUNSEL
Title:

July 8, 2014
Date:

FOR THE UNION

LOUIS G. RASETTA
Business Manager

WILLIAM D. McLAUGHLIN
President

CHRISTOPHER T. FOGARTY
Recording Secretary

July 8, 2014
Date:

WITNESS

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives and have affixed hereto the seals of their respective organizations, the day and year first above written.

FOR THE BUILDING TRADES
EMPLOYERS ASSOCIATION
OF BOSTON AND EASTERN
MASSACHUSETTS

THOMAS J. GUNNING
By:

EXECUTIVE DIRECTOR
Title:

July 8, 2014
Date:

FOR THE UNION

LOUIS G. RASETTA
Business Manager

WILLIAM D. McLAUGHLIN
President

CHRISTOPHER T. FOGARTY
Recording Secretary

July 8, 2014
Date:

FOR THE LABOR
RELATIONS DIVISION OF
THE ASSOCIATED
GENERAL CONTRACTORS
OF MASSACHUSETTS

BRIAN C. O'DONNELL
By:

EXECUTIVE DIRECTOR
Title:

July 8, 2014
Date:

Wage Settlement June 1, 2014 – May 31, 2018

MASSACHUSETTS

GROUP Ic	\$42.49	\$43.49	\$44.24	\$45.49	\$46.24	\$47.49	\$48.49	\$49.49
GROUP II	\$41.10	\$42.09	\$42.83	\$44.07	\$44.82	\$46.05	\$47.04	\$48.03
GROUP III	\$28.80	\$29.50	\$30.02	\$30.89	\$31.41	\$32.28	\$32.97	\$33.66

[illegible]

GROUP I**

Alpine Miners	Crusher Plants on site	Micro-Tunneling	Shovels
Asphalt Plant on site	Derrick Boats	Boring Machines	Soil Mix Machines
Augers & Lo-Drills	Derricks	Mucking Machines	Steam Engines
Backhoes (Excavators)	Draglines	Paving Concrete Mixers	Three Drum Machines
Bobcats when used as	Elevating Graders	Pile Drivers	Timber Jacks
Front End Loaders	Elevator Towers	Post Hole Diggers	Trench Hoes
Boring Machines	Fork Lifts	Post Hole Hammerers	Trenching Machines
Cable Ways	Front End Loaders	Power Shovels	Truck Cranes
Cement Concrete Pavers	Gradalls	Pumpcrete Machines	Two or more Drum
Cherry Pickers	Hoisting Engines	Road Headers	Machines
Concrete Batching and/or	Hoists	Rotary Drills	Uke Loaders
Mixing Plants on site	Lighters	Shaft Hoists	Waster Water Plants
Cranes	Mechanical Hoist	Shovel Dozers	
	Pavement Breakers		

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GROUP Ic**

Conventional (cable controlled) clam Shell and Slurry Buckets
Heading Mechanics

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GROUP II**

Asphalt Pavers
 Ballast Regulators
 Bobcats when used as
 Bulldozers
 Bulldozers
 Cal Trucks
 Cold Planers
 Concrete Mixers with side
 loaders
 Concrete Pumps
 Directional Drilling Machines
 Edgers
 Graders
 Grinders

Grout Pumps
 John Henrys
 Locomotives or machines
 used in place thereof
 Mechanics, Maintenance
 Mulching Machines
 Paving Concrete Finishing
 Machines
 Paving Screed Machines
 Portable Steam Generators
 Rail Anchor Machines
 Reclaimers
 Asphalt Rollers
 Scrapers
 Sonic or Vibratory Hammers

Spreaders
 Stationary Steam Boilers
 Swinger Engines
 Switch Tampers
 Tampers, Self-propelled or
 Tractor Drawn
 Tandem Scrapers
 Tire Trucks (when operated by
 Employer on job site)
 Track Mounted, Self-Unloading
 Material Movers (with dozer blade)
 Tractors
 York Rakes

**See Attached Schedule of Wages

GROUP III**

Augers-Powered by independent
 engines and attached to
 Pile Drivers
 Compressors
 Concrete Mixers
 Concrete Vibrators
 Conveyors
 Generators

Heaters (power driven) (1-5)
 Hydraulic Saws
 Industrial Fork Lifts/Chisel Trucks
 (hoisting not over 9 feet)
 Jackson Type Tampers
 Lighting Plants
 Pump(s) (1-3 grouped)
 Single Diaphragm Pumps

Syphons-Pulsometers
 Track Mounted, Self-Unloading
 Material Movers
 Valves Controlling Permanent
 Plant Air Stream
 Vibratory Compactor Rollers
 Welding Machines(s) (1-3 grouped)
 Wellpoint Systems (Operating)

**See Attached Schedule of Wages

GROUP IV Assistant Engineer**

- a. Assistant Engineer: Fireman
- b. Assistant Engineer: Apprentices (other than Truck Cranes or Gradalls)
- c. Assistant Engineer: Apprentices (on Truck Cranes or Gradalls)